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With reference to a bill of 22 June 1789.

In the Right Honourable the HOUSE of LORDS.

B R I E F,

FROM THE

MANUFACTURERS of TOBACCO and SNUFF.

THOUGH the Bill has undergone many accommodating Alterations in the House of Commons, yet the Manufacturers still object to the System, as unconstitutional; and to the Bill as inapplicable, impracticable, dangerous, and oppressive.

To Two Clauses, prohibiting the Erection of any new Tobacco or Snuff Manufactories, except in Cities or Market Towns, they object.—Because the said Clauses will be restrictive and discouraging, as well to those Persons, who may have Occasion to remove their Manufactories, as to those who may hereafter engage in the Business.

To a Clause, directing the Manufacturer or Dealer to deliver a particular Account upon Oath of all the Short Cut Tobacco, compleatly manufactured, and of the various Sorts of Snuff, under different Derominations, which may at the Time be in his Possession, they object, Because it is impossible for the Manufacturer to swear, whether many of the Articles shall, at the Time, be compleatly manufactured, that depending upon future Orders; or which of the Denominations many of the Articles ought to be arranged under: and because some of the Articles, which he may and most likely will have, cannot with Propriety belong to any of the Denominations mentioned in the Clause.

To a Clause, directing the Manufacturer to deliver a particular Account upon Oath of the several Quantities of Tobacco, &c. in Operation for Short Cut, &c. they object.—Because the Tobacco, &c. being frequently converted from one Purpose of Manufacture to another, in a wet State, or with an unascertainable Quantity of Liquor in them, he cannot swear how much Tobacco is in Operation for many of the Articles.

To a Clause, directing every Manufacturer or Dealer to take out a Licence, they object.—Because Twenty Shillings would answer the Purpose of Regulation as well as Twenty Pounds:—Because the Licences will not attach upon the Smuggler, being to be proportioned to the Tobacco received from the King's Warehouse:—and because they will operate as an Incumbrance on our Export of Manufactured Tobacco.

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To a Clause, directing the Manufacturer to give Notice of his Intention to strip, spin, or press Tobacco, &c. specifying the Weight of Tobacco, &c. so intended to be stripped, &c. they object:—Because they cannot say, at the Time of giving the Notice, how much they may have Occasion to open for stripping, &c. the Quantity to be opened depending on the Quality that the Tobacco may be found to be of when opened;—nor can they say in the Declaration, after the Tobacco has been opened, how much will be manufactured into any particular Sort; nor yet in twice Forty-Eight Hours after the Time of opening, as, from various Causes, they may be under the Necessity of altering their original Intention, Two, Four, or Six Months after the Delivery of Declarations.

To a Clause, directing the Manufacturer to keep all the Short-cut Tobacco, &c. belonging to one Parcel, separate and apart from all other Tobacco for Twenty-four Hours, or till the Officer have taken an Account thereof, they object:—Because *they are Six Weeks or Two Months in manufacturing a Parcel; during which, they have no other Goods of the Sort manufactured, to supply their Customers with; and because the Manufacture of many of their Goods is not completed till the Goods have been sold, which may be Six or Twelve Months from the Time of their being opened for manufacture.*

To a Clause, allowing the Use of a liquid Dye or Stain in the Manufacture of Spanish, &c. they object:—Because Spanish cannot be properly coloured with a liquid Dye:—It is now coloured with Okre, &c. which are prohibited by another Clause in the Bill.

To a Clause, directing the Manufacturer to provide proper moveable Casks for laying down Snuff-work, or for putting Snuff-work in, which has been laid down in Bins, and to place the Casks so as to enable the Officer “to weigh the same, and examine the Contents thereof, at all Times,” they object:—Because many Manufacturers not only lay down, but keep Snuff-work in Bins, or in Bulk, upon the Floor, &c. and not Casks, till it be ready to grind, and cannot keep it otherwise without *injuring or altering the Scent of their Snuff*.—And because the Officers having Power, at all Times, to examine the Snuff-work, may lead to his discovering the Art of scenting the Snuff.—What Right, also, can the Officer have to weigh the Snuff-work, if an Account of Goods in Process be not to be kept, as has been declared by the Minister; unless Snuff-work be deemed Goods in actual Operation, they know not what will.

To a Clause, directing the Manufacturer to weigh all the Tobacco, &c. going to be laid down into Snuff-work, in the Presence of the Officer, and to deliver a Declaration, specifying how much is intended to be made into Scotch, &c. they object:—Because, by weighing the different Articles in the Officer's Presence, the Mysteries of Snuff-making will *be as much exposed as ever*; and especially when it is recollected, that the Officer has already a Power, by a former Clause in this Bill, at all Times, to weigh and examine the Snuff-work:—And because the Manufacturer cannot say how much will be manufactured into Scotch, &c. the Effect of the Fermentation, and various other Causes, frequently rendering it necessary, as has been observed before, to alter his original Intention Two, Four, or Six Months after the Goods have been laid down.

To a Clause, prohibiting the Manufacturer or Dealer mixing with Tobacco or Snuff, or having in his Premises, entered for manufacturing or keeping Tobacco or Snuff, any Okre, &c. they object:—Because Spanish cannot be properly coloured without Okre, &c. and because all Grocers, Oilmen, &c. many of whom have but one Shop or Warehouse, will be prevented keeping or selling any of the enumerated Articles of Adulteration along with Tobacco or Snuff.

To a Clause, directing the Manufacturer or Dealer, when and so soon as he shall have mixed Short Cut Tobacco with Spanish, or Snuff of different Sorts the one with the other, respectively, to enter into a Book the gross Weight of the several Articles mixed, and the time when, they object:—Because, inserting the Weight of the several Articles in a Book, as soon as they have been mixed, will enable the Officer to discover the Proportions of every Compound, which, to some of the Dealers

Dealers in particular, is a Secret of the utmost Importance; as a Proof, there is one Shop in London, for the Good-will of which the present Proprietor gave 2000*l*. though all the Goods in the Shop were not worth 20*l*. and though its Situation is not more eligible than many others are, of twenty Times less Value; only this Shop is noted for one Sort of Snuff, mysteriously compounded.

To a Clause, making it lawful for the Officer, at any Time, to take an Account of all the Tobacco and Snuff which may be in the Manufacturer's Possession, they object:—Because, without noticing the Damage which must be done to many of the Goods in weighing, the mere Interruption, which the taking of an Account by Weight will occasion, will put it in the Power of an Officer to ruin the Trade of any principal Manufacturer:—If an Account of all the Tobacco, &c. be taken, as the Clause says may be, the Officer, with Six or Eight of the Manufacturer's Men, will not be able to weigh some of the Stocks in the Port of London in less than Two or Three Days, and sometimes much longer: This Interruption, were it only to take Place once in every Month, would be exceedingly inconvenient, and might be attended with the Loss of many valuable Connections, from their being disappointed of a Supply, in consequence of the Interruption;—but instead of once a Month, a malicious Officer, under various Pretences, might come once a Week, or so frequently, as to render it impossible for the Manufacturer to carry on his Business:—An Interruption of one Day might, at some particular Times, prove fatally injurious; for Instance, we have four or five Ton of Tobacco to prepare, manufacture, mix, mould and pack for Exportation:—The Vessel by which the Tobacco is to be sent, will sail in a Fortnight from the Time of our receiving the Order, or at a Time that will just afford us an Opportunity to get the Tobacco ready; and is the last Ship that will, or can (for it may be for a Port liable to be shut up by the Frost) sail that Season: When we have almost finished the Business, the Officer comes and orders our Servants to assist him to take an Account of our Stock, by which we lose the Shipping of the Tobacco, which has been prepared and manufactured for that particular Purpose, and cannot be converted to any other without very great Loss.—Many other Instances might be mentioned, in which the taking an Account of Stock would be attended with Consequences equally injurious.

To a Clause, which, on taking an Account of the Stock of a Manufacturer, allows a certain Credit for Goods manufactured, they object:—Because the Variations in Manufacture are so great and uncertain, that it is impossible for the Manufacturer to conform to any Rule.—Though there is a very considerable Loss, upon the Whole, in the Manufacture of Tobacco and Snuff, yet it can be proved, that 40 or 50 per Cent. is sometimes gained over and above the Allowance in this Clause.—And that, after the Goods have come from the Mill or Manufactory, and been weighed by the Officer, the Manufacturers must necessarily make an Increase of 30 or 40 per Cent. in many of them, which, they conceive, the Bill makes no Provision for, the Credit being only applicable to Goods coming out of manufacture.—All these Excesses of Variation are to be forfeited, and the Manufacturers, besides, liable to Penalties.

To a Clause, directing the Manufacturer, &c. with a sufficient Number of Servants, to aid the Officer in taking an Account of Stock, when required, they object:—Because the Manufacturer, &c. may have other Engagements of such Consequence, as cannot be put off; and, were not that the Case, they conceive, ought himself at least to be excused such servile Employment.

To a Clause, directing that Tobacco, &c. “actually in operation,” shall not be weighed by the Officer, they object:—Because by the Phrase “actually in Operation,” they know not whether is meant, in the Hands of the Work-People, or not completely manufactured:—and because, if it have any Meaning at all, it is contradictory to some other Clauses.

To a Clause, directing the Manufacturer to keep all Unmanufactured Tobacco, Tobacco in the State of Operation, and Manufactured Tobacco separate, they object, —Because it is impossible for many Manufacturers, who have but one or two Rooms to keep all their Goods in, to do so; and especially when it is considered, that the Manufacturer cannot complete the Manufacture of his Goods, without having some manufacturing and some manufactured so blended together in the same Room, as to preclude every Person, but the Manufacturer himself, from distinguishing them.

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To a Clause, permitting the Officer to take Samples, &c. they object,—Because it affords another Opportunity of discovering their Secrets, particularly in the mixing of Snuff.

To a Clause, directing that no Permit shall be valid, unless the Manufacturer send a Request Note to the Officer, specifying, among other Things, the Weight of the Article to be removed; and, if it be Snuff Work, the Quantities of Tobacco, Tobacco Stalks, &c. laid down in such Snuff Work; and the Time when, &c. and, if it be mixed Snuff, of what Sorts of Snuff the Mixture consists, and the Weight of each such Sort respectively, &c. &c. &c. they object,—Because specifying the Weight or Quantity of the Tobacco, &c. of which the Snuff Work is composed, and the time when laid down, will lay open the Secrets of Snuff-making to every Person who may see the Permit: So also with Respect to the mixing of Snuff, &c. &c. &c.

To a Clause, allowing Tobacco to be stoved, or finished at any Cutting Mill, or Snuff Work to be dried at any Snuff Mill; and providing that the Manufacturer shall not be intitled to a Permit, for the Removal of any greater Quantity of Manufactured Tobacco or Snuff than the Weight of such Tobacco or Snuff Work, respectively, after such Tobacco or Snuff Work shall have been so finished, or dried, they object,—Because the Manufacturer is frequently under the Necessity of adding 20, 30, or 40 per Cent. Liquor to his Snuff Work at the Mill, after it has been dried; sometimes before grinding, sometimes in grinding, and sometimes after grinding.

To a Clause, directing that no Tobacco shall be brought into any House, &c. till a Permit be left with the Officer, they object:—Because, in that Case, all Goods removing from one Warehouse to another, or left by Coach, &c. upon the Road, must be left in the Street or Highway till the Permit be taken to the Officer.

To a Clause, directing that no Tobacco, Tobacco Stalks, &c. shall be removed from any Part of this Kingdom, not being within the Limits of the Weekly Bills of Mortality, &c. to any Place within the said Limits, they object:—Because many, and indeed most of the Manufacturers in the County, not being able to make Use of their Stalks themselves, for want of a Snuff Trade, must of Necessity send them to the principal Manufacturers of Snuff in the Ports of Importation.

To a Clause, allowing the Officer one Moiety of all Seizures which shall be sold for more than the Duty, after deducting the Expences of Seizure, &c. they object:—Because they conceive there are Cases not sufficiently guarded from Fraud and Collusion between the Officer and Smuggler.

To a Clause, directing the Manufacturer, &c. to send a sufficient Number of Samples to aid the Officer in taking an Account of Goods when required, they object:—Because the Manufacturer, &c. may have other Engagements of such Convenience, as cannot be put off, and were not that the Case, they conceive, ought simply, at least to be excused such trivial Employment.

To a Clause, directing the Tobacco, &c. to be actually in Operation, they object:—Because, by the Phrase, "actually in Operation," they know not whether it means in the Sense of the Tobacco, &c. or whether it means, as it is commonly understood, "and because, if it have any meaning at all, it is contrary to some other Clauses."

To a Clause, directing the Manufacturer, &c. to send a sufficient Number of Samples to aid the Officer in taking an Account of Goods when required, they object:—Because the Manufacturer, &c. may have other Engagements of such Convenience, as cannot be put off, and were not that the Case, they conceive, ought simply, at least to be excused such trivial Employment.



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